UNUMPROVIDENT CORPORATION, UNUM GROUP, and PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, inclusive,  Defendants.  Plaintiff SEAN S. MAY, M.D. ("Dr. May" or "Plaintiff") and Defend (formerly known as UnumProvident Corporation), and PROVIDENT LIF INSURANCE COMPANY (collectively hereinafter "Defendants," and toget "Parties") hereby stipulate to continue the ADR deadline, presently set for S November 14, 2011. At the prior Case Management Conference in this mar		f · · · · · · · · · · · · · · · · · · ·				
2 KNOX RICKSEN LLP 1300 Clay Street, Suite 500 Oakland, California 94612-1427 Telephone: (510) 285-2505  5 Attorneys for Plaintiff SEAN S. MAY, M.D.  6 THOMAS M. HERLIHY/State Bar No. 83615 JOHN T. BURNITE/State Bar No. 162223 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP 525 Market Street, 17th Floor San Francisco, CA 94105-2725 Telephone: (415) 433-0990 Facsimile: (415) 434-1370  Attorneys for Defendants UNUM GROUP (formerly known as UnumProvident Corporation), and PRO LIFE AND ACCIDENT INSURANCE COMPANY  10  11  12  WNITED STATES DISTRICT COURT  NORTHERN DISTRICT OF CALIFORNIA  15  SEAN S. MAY, M.D.  Case No. C09-01537 JSV  STIPULATION TO CO ADR DEADLINE AND ORDER THERE AND ACCIDENT INSURANCE COMPANY, inclusive,  Defendants.  16  Plaintiff SEAN S. MAY, M.D. ("Dr. May" or "Plaintiff") and Defend (formerly known as UnumProvident Corporation), and PROVIDENT LIF INSURANCE COMPANY (collectively hereinafter "Defendants," and toget  "Parties") hereby stipulate to continue the ADR deadline, presently set for 5 November 14, 2011. At the prior Case Management Conference in this ma to a September 6, 2011 deadline to complete private ADR. However, due to	1					
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-1-	27	November 14, 2011. At the prior Case Management Conference in this matter the parties agreed				
	28	to a September 6, 2011 deadline to complete private ADR. However, due to scheduling conflicts				
STIL OF TON TO CONTINUE ADVEDENDE		STIPULATION TO				

## Case3:09-cv-01537-JSW Document68 Filed09/06/11 Page2 of 2

1	with the parties and the mediator, the earliest feasible date to conduct the mediation is Novemb	er		
2	4, 2011. The parties are presently scheduled to mediate this matter on that date. Thus, the parti	es		
3	require additional time to complete the mediation.			
4	IT IS SO STIPULATED.			
5	Dated: September 6, 2011 KNOX RICKSEN LLP			
6				
7	By: /s/ Thomas E. Fraysse			
8	Thomas E. Fraysse Attorneys for Plaintiff			
9	SEAN S. MAY, M.D.			
10	Dated: September 6, 2011 WILSON, ELSER, MOSKOWITZ, EDLMAN			
11	Dated. September 0, 2011			
12	By: /s/ Thomas M. Herlihy			
13	By: <u>/s/ Thomas M. Herlihy</u> Thomas M. Herlihy Attorneys for Defendants			
14	UNUM GROUP (formerly known as UnumProvider Corporation), and PROVIDENT LIFE AND	ıt		
15	ACCIDENT INSURANCE COMPANY			
16	ORDER			
17	IT IS SO ORDERED that the ADR deadline be continued to November 14, 2011.			
18	Date: September 6, 2011			
19	Hon. White			
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	8 OTH CHILLOID TO CONTINUE TO CONTINUE			